

# **EXHIBIT 10**

Monday, February 15, 2021 at 4:28:17 PM Eastern Standard Time

**Subject:** Helios Ventures FYE/Flohr; Call Option  
**Date:** Tuesday, December 26, 2017 at 11:24:51 AM Eastern Standard Time  
**From:** Tobias Schramm  
**To:** nmsdfz@yeah.net  
**CC:** Leona Qi  
**Priority:** High  
**Category:** VJ Contacts, VistaJet  
**Attachments:** SC-21-HELIOS (dsigned JS).pdf, Form T Helios (signed JS).pdf, DOC122617-12262017134303.pdf

Dear Mr Wang,

We would like to bring to your attention that your notice dated 22 December 2017 is being regarded null and void. Helios is not entitled to request conversion pursuant to clause 3.3 of the Call Option Agreement as a Mandatory Conversion has already occurred on 24 August 2017 and such exercise is not revocable. This position and the consequences under the Call Option Agreement have been confirmed to us on 22 December 2017 by Linklaters LLP who acted as well as transaction counsel of the Rhône Investment and are therefore best to assess the occurrence of a mandatory conversion trigger. Furthermore, the exercise options are mutually exclusive only and not cumulative.

As an evidence of the completed option conversion and share transfer please see attached your new share certificate as well as the Maltese form T confirming the transfer effective 22 December 2017. Please be further advised that the original documents have been posted today, 26 December 2017 in UAE via prepaid recorded delivery (www.aramex.com tracking ID #43895734875, see attached order form) and such local posting by courier is as well evidenced by an affidavit of local law firm Tamimi & Company. Pursuant to clause 15.2 (c) of the Call Option Agreement, receipt of the posted documents is assumed latest on 28 December 2017 following which all obligations under the Call Option Agreement have been performed upon, including requirements pursuant to clause 5.1 of the Call Option Agreement.

As it relates to your queries in your notice to (1) to repay the \$36M and (2) to acquire your ordinary B subscription shares, both until 31 January 2018, kindly be advised that we cannot consider these as mutually agreeable solutions. There is no legal basis for both of your demands since (i) the transaction as contemplated under the Call Option Agreement has been completed and (ii) you have no right to demand acquisition before 3 years from subscription and only for an amount equal to \$39M under the Put Agreement with a completion period of 12 months with respect to your subscription shares.

Without legal basis for your demand and given the current commercial proposal does not reflect our agreements nor is it commercially reasonable, we are not in a position to progress towards a solution. Nevertheless, we are open to continue to discuss advanced repurchase solutions for both of your investments after 7 January 2018 based on acceptable timing and pricing reflecting the terms of the current agreements.

Kind regards

Tobias Schramm

**FORM T**No. of Company **C-73543****COMPANIES ACT, 1995****Notice of transfer of shares**

Pursuant to section 120 (3)

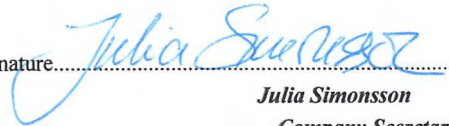
Name of Company **VistaJet Group Holding Limited**Delivered by **Julia Simonsson**To the **Registrar of Companies**(a) **VistaJet Group Holding Limited**

hereby gives notice in accordance with Section 120 (3) of the Companies Act, 1995 that  
 (b) nine hundred eighty two thousand eight hundred fifty two (982,852) Ordinary 'A' Share  
 having a nominal value of USD1.099 each have been transferred as indicated hereunder.

Names and Address of transferor	Name and Address of transferee	No of shares transferred	Type and Class of shares
<b>Mr. Thomas Flohr</b>  a Swiss citizen with passport no. X2915558 and residing at Via Marguns 46, St. Moritz CH-7500, Switzerland	<b>Helios Ventures FZE</b>  a company registered under and governed by the laws of the United Arab Emirates bearing company registration number: 19906, with registered address at SM Office D1 312 F, Ajman Free Trade Zone, Ajman, United Arab Emirates	<b>982,852</b>	<b>Ordinary 'A' shares</b>

The above transfer of shares has been registered with the Company in the name of the person entitled to be the registered holder\* on the 22<sup>nd</sup> day of December 2017.

Signature.....



**Julia Simonsson**  
**Company Secretary**

Dated this 22<sup>nd</sup> day of December of the year 2017

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*This form must be completed in typed form*

(a) State company name  
 (b) State number of shares  
 \* Delete as necessary



aramex

FORWARDER  
AIRWAYBILL

\*43895734875\*

<b>1 FROM (SHIPPER)</b>		<b>ORG. STN</b>		<b>DEST. STN</b>			
Shipper's Account No. 42796		Shipper's Ref. EAT 116839/Mona/Ronald		<b>4 SHIPMENT INFORMATION</b>			
From (Your Name) Print Please EAT 116839/Mona/Ronald		Phone Number 97143641641		No. of Pieces 1	Actual Weight 0.50 KG	Chargeable Weight 0.50 KG	Country of Manufacture
Company Al Tamimi & Company		Dep't/Ho of No.		Description of Goods/Harmonized Code: docs		Customs Value	Currency
Street Address DIFC Bldg 4 Level 6				<b>5 SERVICES</b>		Remarks	
City Dubai		State/Province Dubai		PROD GRP DOM		PROD TYP OND	
Country United Arab Emirates		ZIP/Postal Code		SVC CODE		SVC CODE	
<b>2 TO (RECEIVER)</b>		<b>Receiver's Ref.</b>		<b>6 TRANSPORTATION CHARGES</b>		<b>7 DUTIES AND TAXES</b>	
Receiver's Account No.		Receiver's Ref.		Default to Shipper Account if Not Noted		Default to Receiver if Not Noted	
To (Receiver Name) Print Please Wang, Si Yung		Phone Number(s) 008618674899448 008618674899448		Bill Shipper <input type="checkbox"/> Cash <input type="checkbox"/> Prepaid Stock <input checked="" type="checkbox"/> Account		<input type="checkbox"/> Bill Shipper Account (Free Domicile) <input type="checkbox"/> Bill Receiver <input type="checkbox"/> Bill 3rd Party "Approved" Account	
Company Helios Ventures FZE		Dept/Floor No.		<input type="checkbox"/> Bill Receiver Account (Collect) A/C No. _____		APP A/C _____	
Street Address (ARAMEX CANNOT DELIVER TO A P.O. BOX) SM Office D1-312F				<input type="checkbox"/> Bill 3rd Party "Approved" Account APP A/C _____		<b>8 COST OF GOODS</b>	
City Ajman City		State/Province Ajman		Transport/ Svc _____		No Charges if Not Noted	
Country United Arab Emirates		ZIP/Postal Code		Currency _____		<input type="checkbox"/> Bill Receiver <input type="checkbox"/> Bill 3rd Party "Approved" Account	
<b>3 SHIPPER'S SIGNATURE &amp; AUTHORIZATION</b>				<b>9 RECEIVER SIGNATURE</b>			
Shipper's Signature (Required) X		Date 12/26/2017		Time HH / MM		Received above shipment in good order and condition	
Received By Aramex		Date		Time		Date DD / MM / YY	
Collection Location Shippers Door		Collection Ref.		Signature (Required) X		Time HH / MM	
Shipper's Door		Aramex Terminal		Name (Please Print)			

## CONDITIONS OF CARRIAGE

In tendering the shipment for carriage, customer agrees to these terms and conditions of carriage and that this is not ARAMEX and has been prepared by a customer or on the customer's behalf by ARAMEX and in these conditions ARAMEX includes Aramex and its subsidiaries, affiliates and their respective representatives, officers and employees.

1. SCOPE OF CONDITIONS  
These conditions shall apply to all services provided by ARAMEX. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THESE CONDITIONS AND AGREES TO BE BOUND BY EACH OF THEM. ARAMEX shall not be bound by any agreement which varies from these conditions, whether in writing or orally, and signed by its authorized officer or ARAMEX's authorized officer or the customer's authorized officer. The entire agreement between ARAMEX and each of its customers is hereby acknowledged by the customer's signature on this bill of lading and the bill of lading is hereby acknowledged by ARAMEX.

2. ARAMEX'S OBLIGATIONS  
ARAMEX agrees, subject to its liability, to provide carriage and to deliver the goods to the destination specified by the customer. ARAMEX shall be responsible for the transportation of the goods from the place of origin to the destination specified by the customer. ARAMEX shall be responsible for the transportation of the goods from the place of origin to the destination specified by the customer. ARAMEX shall be responsible for the transportation of the goods from the place of origin to the destination specified by the customer.

3. SERVICE INSTRUCTIONS  
ARAMEX reserves the right to refuse any documents or parcels from any person or company in its own discretion. ARAMEX reserves the right to handle cargo off its shipment at any time after acceptance when such shipment could possibly cause damage or delay to other shipments. ARAMEX reserves the right to open and inspect any shipment consigned to a customer to ensure that it is a suitable fit for the service and to ensure that the customer's instructions and handling instructions are followed. ARAMEX reserves the right to open and inspect any shipment consigned to a customer to ensure that it is a suitable fit for the service and to ensure that the customer's instructions and handling instructions are followed.

4. LIMITATION OF LIABILITY  
ARAMEX shall be responsible for the loss of or damage to the goods in its custody. ARAMEX shall not be liable for loss of or damage to the goods in its custody. ARAMEX shall be responsible for the loss of or damage to the goods in its custody. ARAMEX shall not be liable for loss of or damage to the goods in its custody. ARAMEX shall be responsible for the loss of or damage to the goods in its custody. ARAMEX shall not be liable for loss of or damage to the goods in its custody.

5. CONSEQUENTIAL DAMAGES EXCLUDED  
ARAMEX shall not be liable for any consequential or special or incidental damages or other indirect loss, whether or not ARAMEX has knowledge that such damages may be incurred. ARAMEX shall not be liable for any consequential or special or incidental damages or other indirect loss, whether or not ARAMEX has knowledge that such damages may be incurred.

6. LIABILITY NOT ASSURED  
ARAMEX shall not be liable for any loss, damage, delay, misdelivery or non-delivery of any goods. ARAMEX shall not be liable for any loss, damage, delay, misdelivery or non-delivery of any goods. ARAMEX shall not be liable for any loss, damage, delay, misdelivery or non-delivery of any goods.

7. THE CARRIER'S OBLIGATION  
The carrier's obligation is to deliver the goods to the destination specified by the customer. The carrier's obligation is to deliver the goods to the destination specified by the customer. The carrier's obligation is to deliver the goods to the destination specified by the customer.

8. ARAMEX'S OBLIGATION  
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